

**AGREEMENT  
BETWEEN  
TOWNSHIP OF DENVILLE  
AND  
DENVILLE TOWNSHIP  
PUBLIC WORKS  
SUPERVISORS ASSOCIATION**

**January 1, 2014 to December 31, 2017**

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**THIS AGREEMENT** entered into this 31<sup>st</sup> day of October 2014 by and between

**THE TOWNSHIP OF DENVILLE**, a Municipal Corporation of the State of New Jersey, having its principal office at One St. Mary's Place, in the Township of Denville, County of Morris and State of New Jersey, hereafter designated as "Denville" or "The Township"

AND

**DENVILLE PUBLIC WORKS SUPERVISORS ASSOCIATION** of the Township of Denville, in the County of Morris and State of New Jersey, hereafter designated as "Association" or "Supervisor"

**WITNESSESTH**

**WHEREAS**, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, as amended, the Supervisors represented themselves; and

**WHEREAS**, the Supervisors were recognized as the exclusive bargaining agents for themselves; and the Association excludes members of the Denville Public Works Employees' Association, the Assistant Superintendent and/or Superintendent/Director of the Department of Public Works, and

**WHEREAS**, the Township and the Supervisors have reached an Agreement and are desirous of reducing same to writing covering certain of the terms and conditions governing employment, wages, and other matters between the Township and all of the employees of the Department of Public Works.

**NOW, THEREFORE**, in consideration for the services performed by the Supervisors of the Department of Public Works, and that mutual covenant hereof, the parties hereto do covenant and agree as follows:

**SECTION 1 RIGHTS**

The Township, on its behalf and on behalf of the citizens of the Township of Denville, in the County of Morris and the State of New Jersey, does hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitutions and Laws of the United States of America and the State of New Jersey, including but not limited to the following rights:

- A. To the executive management and administrative control of the Township and its properties and facilities and the activities of its employees.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion; and to promote and transfer all such employees.

C. To determine work schedules, the hours of work and the duties, responsibilities and assignments of all employees, and the terms and conditions of their employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Township of Denville, the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and so long as they are in compliance with the Constitutions and Laws of the United States of America and the State of New Jersey.

Nothing contained herein shall be considered or construed to deny or restrict the Township of Denville of its rights, responsibilities and authority under municipal and other laws of the State of New Jersey or any other federal, state, county, regional, district or local laws, rules, regulations, directives or orders applicable to the operation and performance of its functions.

## **SECTION 2 APPLICABILITY**

The terms and conditions of this Agreement shall apply only to those full-time Supervisors and full-time Assistant Supervisors of the Department of Public Works of the Township of Denville, and in the capacities listed in the Section entitled Salary.

## **SECTION 3 SALARY**

Rate Scale Per Hour	2014 1.98%	2015 1.98%	2016 1.98%	2017 1.98%
Effective	<u>04/01/14</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>
Assistant Supervisor	\$ 38.61	\$ 39.41	\$ 40.19	\$ 40.98
Supervisor	\$ 40.79	\$ 41.60	\$ 42.42	\$ 43.26

- A. All Association employees must be called for snow emergencies before any outside/Independent contractors shall be utilized. The current rate of pay for said outside/Independent contractors shall be \$15.75 per hr.
- B. Any full-time employee required to have a CDL to perform the job duties shall have a salary differential of \$300 per annum added to their base salary.
- C. Effective January 1, 2014, Employees shall receive a stipend of \$500/yr. for receiving and maintaining any of the following four (4) licenses - CPWM, W-3, T-2, C-3. (i.e. – an employee possessing all four licenses would be eligible for a \$2,000/yr. stipend).
- D. Duty phone pay, which had previously been established at \$100 per week shall be eliminated effective October 11, 2014.

- E. Effective May 5, 2014, take-home vehicle privileges shall be permanently eliminated. Supervisors were issued \$500 in gasoline gift cards in exchange for the elimination of the take home vehicle privileges. The \$500 gift cards were accepted as a one-time payment with no additional compensation being provided in the future for elimination of said privilege.
- F. Upon request to the Director or Superintendent of Public Works, Supervisors may be supplied with a vehicle during emergency situations

#### **SECTION 4 LONGEVITY INCREMENT**

Effective January 1, 2014, longevity shall be eliminated for new hires/promotions. All employees covered by this contract prior to January 1, 2014, shall be paid a longevity increment, calculated from their date of employment in the Township of Denville in accordance with the below schedule.

<u>YEARS</u>	<u>Effective 07/01/14 – 01/01/17</u>
0 through 3 years	\$ 0
4 through 7 years	\$ 858
8 through 11 years	\$ 972
12 through 15 years	\$ 1,087
16 through 20 years	\$ 1,316
21 through 24 years	\$ 1,438
25 years and over	\$ 1,545

#### **SECTION 5 HOLIDAYS**

All employees covered by this Agreement shall be excused from work, with pay, on the following twelve (12) holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas
Two (2) personal floating holidays (for calendar year 2014)	
One (1) personal floating holiday (for calendar years 2015-2017)	
½ day (P.M.) Christmas Eve (for calendar years 2015-2017)	
½ day (P.M.) New Year's Eve (for calendar years 2015-2017)	

When any of the above-mentioned legal holidays fall on a Saturday or a Sunday, such holiday shall be celebrated on either the Friday before or the Monday after, as designated by the Township. An

exception exists for the half-day Christmas Eve holiday and half-day New Year's Eve holiday, which shall be observed on the Friday prior regardless of whether these days fall on either Saturday or Sunday. To be entitled to holiday pay, the employees must work the regular work days before and after such holiday, unless the employee is utilizing other approved leave.

Any time in which the Municipal Office is closed at the direction of the Mayor, the Employees governed by this Agreement will be given equal time off, provided however, that the identity of the individual employee and the date of his day off will be approved by the Superintendent or the Director of Public Works. Equivalent time off as provided for herein shall also be granted to those employees who have utilized approved vacation or personal leave time on such days.

Request for Floating Holidays must be put in writing to the Superintendent or the Director of Public Works for advance approval.

## SECTION 6 SICK LEAVE

- A. Each regular full-time employee covered by this Agreement shall be entitled to compensable sick leave of fifteen (15) days per year. All new employees will accumulate sick time starting from date of hire.

For all employees on the payroll as of 12/31/94, the right to accumulate unused sick leave for purposes of a Terminal Leave Bank shall be in accordance with the following formula:

1. All new employees covered by this agreement will accumulate sick time starting from date of hire.
  2. Employees with more than 75 days of unused sick leave as of 12/31/95 shall have their Terminal Leave Bank fixed and the cap on that bank established in the amount of those unused sick days at that time.
- B. The following provisions shall be applicable to the sick leave program:
1. No additional leave time will be earned while an employee is on terminal leave.
  2. New employees hired after January 1, 1996 shall have the right to accumulate a Terminal Leave bank with a cap of 50 days or less. New employees must notify the Township Administrator on or before 12/15 as to this option.
  3. **TERMINAL LEAVE BANK** – Employees with less than 75 days in their Terminal Leave Bank shall add unused sick leave to their Terminal Leave Bank on the basis of one-third (1/3) of unused sick leave per year.
  4. **SICK LEAVE BANK** – A Sick Leave Bank is established for use by employees while on active employment but to be eliminated upon termination of employment. This Sick

Leave Bank will accumulate without limit on the basis of two-thirds (2/3) of unused sick leave per year.

5. **PAYMENT FOR UNUSED SICK LEAVE** – Once the Terminal Leave Bank Cap is reached, employees shall be paid for one-third (1/3) of their unused sick leave per year with the balance of such unused sick leave credited to the Sick Leave Bank as set forth above in number 3. When the Sick Leave Bank reaches 75 days, the ratio of payment for unused sick leave shall change to 50% of unused sick leave per year in cash or 50% of unused sick leave to the Terminal Leave Bank whichever is applicable, and 50% to Sick Leave Bank.
  6. **BUY DOWN OF TERMINAL LEAVE BANK** – When the cap on the Terminal Leave Bank is reached, vested employees may buy down days in the Terminal Leave Bank at a maximum rate of ten (10) days per year. This buy down will be in addition to payment for unused sick leave as set forth above in number 4. Employees shall be considered vested after ten (10) years of service with the Township of Denville and until such vesting occurs no payment from the Terminal Leave Bank for any reason, including termination of employment or buy down, shall occur.
7. **ADJUSTMENTS IN TERMINAL LEAVE BANK**
- a. Reduction in Terminal Leave Bank due to sickness can be restored to the cap in effect as of January 1 of the year when days from the Terminal Leave Bank are first used. This restoration is at the option of is at the option of the employee and the option must be exercised by notification to the Township Administrator by 12/15 of the year in which days from the Terminal Leave Bank are used.
  - b. Reduction in Terminal Leave Bank due to buy down cannot be restored.
  - c. To qualify for regular pay under the provision of this Agreement on account of illness, absences for five (5) or more consecutive days must be supported by a physician's certificate as to the specific cause of absence. Failure to provide such a physician's certificate shall result in the forfeiture of vacation or holiday benefits in the amount of time equal to the absence, or a loss of pay, if the employee's vacation entitlement has been exercised and used during that year. All payment for sick leave entitlement shall be subject to the approval of the Superintendent or the Director of the Department of Public Works or, if there is none, the Business Administrator of the Township of Denville.

C. A member of this unit may choose to add one-third (1/3) if his unused sick days from the immediately preceding year to his vacation time for the current year and two-thirds (2/3) of the unused sick days will go into the Sick Leave Bank, at the discretion of the Superintendent or the Director of Public Works. However, the amount of vacation time taken in one calendar year may never exceed thirty (30) days.

D. **WORK INCURRED INJURY**

(a)

- 1) A "work-related injury or disability," as referenced herein, shall be defined by the definitions and regulations of the New Jersey Workers' Compensation Act, codified at N.J.S.A. 34:15-1. If the employer disputes an employee's injury as being a work-related injury or disability, the employee must file a claim with the New Jersey Division of Workers' Compensation. The dispute shall be resolved by the Division of Workers' Compensation and be binding on the employer and employee.
  - 2) Where an employee covered under this Agreement suffers a work related injury or disability, as agreed upon by the employer or as determined by the New Jersey Division of Workers' Compensation, and is unable to work in his/her normal position and/or is not able or assigned to light duty (if available) and receives workers compensation and/or temporary disability benefits, the employee shall continue to receive his/her full pay from the date of the employee's injury; however, such payment shall not continue for more than one (1) year, during the continuance of the employee's inability to work.
- (b) If there is a determination by the Division of Workers' Compensation that an employee has suffered a work related injury, or if the employer stipulates as authorized in writing by the Township Administrator or his/her designee, or otherwise does not contest a workers' compensation claim that an employee has suffered a work-related injury, then such injury shall receive the compensation benefits as set forth in this Article.
- (c) During the period of time when an employee is unable to work due to a work related injury, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act or any other insurance paid for by the employer, shall be paid over to the employer.

- (d) The provisions in this Article shall apply only to compensation benefits resulting from a work related injury as defined herein. Nothing in this article shall guarantee a right to continued employment after suffering a work related injury or to payment of any other additional benefits unless otherwise provided under the law.

## **SECTION 7      VACATION**

Each regular, full-time employee covered by this Agreement shall be entitled to vacation time as follows:

<u>Length of Service</u>	<u>Vacation</u>
Over 4 months to 1 year	1 day per month, starting with the fifth month of employment
After 1 year to 4 years	Two (2) weeks
After 4 years to 14 years	Two (2) weeks, plus one day per year of service after 4 <sup>th</sup> year
After 14 years to 19 years	Four (4) weeks, plus one day per year of service after 14 <sup>th</sup> year
After 19 years	Five (5) weeks, plus one day per year for each year in excess of 19 years up to a maximum of 30 days, for any employee with continuous service

If the anniversary date of employment falls prior to August 1<sup>st</sup> of the year in question, the additional day of vacation will be granted within that year.

Employees shall be required to utilize carry-over vacation on or before June 30<sup>th</sup> of the year in which the vacation time was carried over into.

Upon retirement or voluntary resignation, employees shall be eligible for a pro-rata payment of their unused vacation days up to their last physical date of work before their retirement or voluntary resignation effective July 1, 2014.

## **SECTION 8    FUNERAL AND PERSONAL LEAVE**

- A. Each member of the Department of Public Works Supervisory Association covered by this Agreement shall be entitled to three (3) off-duty days with pay, on the days immediately following the death of spouse, civil union partner, domestic partner, children, mother, father, sister or brother, grandfather, grandmother, , brother-in-law, sister-in-law, father-in-law, or mother-in-law providing the employee attends the funeral. There will be one (1) day off duty

with pay for the death of all other family members, related by blood or marriage. In special cases, at the discretion of Administration and approval by the Mayor or Administrator, additional time may be granted when requested by an employee. The Township reserves the right to request proof of relationship, in special cases, provided employee attends funeral services.

- B. Employees covered by this agreement shall be entitled to the following personal leave on a per annum basis:

After two (2) years of employment	1 day
After three (3) years of employment	2 days
After four (4) years of employment	3 days

Where possible, employees will provide reasonable advance notice for scheduling personal leave days, but no reason or notice is required for use of personal day entitlement under this section of the Agreement.

- C. **Professional Day:** One (1) day off will be given to each supervisor for use during the year.

## **SECTION 9 WORK WEEK AND OVERTIME**

- A. All regular, full-time employees of the Department of Public Works covered by this Agreement, who are paid on an hourly basis, shall work eight (8) hours per day, five (5) days per week.
- B. All regular, full-time employees of the Department of Public Works covered by this Agreement, who are paid on an hourly basis, shall be paid time and one-half for all work in excess of eight (8) hours in a given work day.
- C. All regular, full-time employees of the Department of Public Works covered by this Agreement, who are paid on an hourly basis, shall be paid time and one-half for all work in excess of forty (40) hours in one calendar week. All work on Saturday will be at time and one-half, except for employee(s) who are scheduled on Saturdays as part of their (40) hour work week.
- D. Overtime sewer or water main breaks will be double the regular rate for time worked. This provision is applicable to all employees covered under this Agreement.
- E. All regular, full-time employees of the Department of Public Works covered by this Agreement, who are paid on an hourly basis, shall be paid double time for work performed on Sundays and holiday listed in Section 5 of this Agreement.
- F. Parks Supervisor to be compensated with a two (2) hour call-out for field maintenance on Saturdays, Sundays, and holidays.
- G. **CALL-OUT** – A call-out occurs when an employee is called back to work outside their regularly scheduled working hours after having finished their shift and departed Township premises. An

employee called out for work shall be compensated with a minimum of four (4) hours call out time at the time and one-half rate for work in excess of forty (40) hours per week or eight (8) hours per day. Any employee that is called out a second time in the same day will be entitled to the actual time worked beyond the expiration of the first four (4) hour call out guarantee. Any individual called out a third time shall receive a minimum of four (4) hours call out at the time and one-half rate for work in excess of 40 hours per week or eight (8) hours per day for that specific call out, provided the third call out is not within the first four (4) hour call out guarantee. Call out time is prorated from the time the individual leaves his residence and returns. Employees who have worked, exclusive of travel time, the entire four (4) hour period shall receive an additional hour of pay at the straight time hourly rate.

- H. **SEWER AND WELL CHECKS** – The sewer and well checks will be alternated by a rotating list designated by the employer of at least four (4) employees. The employees shall be responsible to check all sewer and water pumping stations on his designated weekend and to respond to any sewer and pumping station emergency registered at police headquarters light board. Compensation will be One Hundred (\$100.00) dollars for Saturday and One Hundred (\$100.00) dollars for Sunday. The employee shall be supplied a vehicle for use on the weekend designated. If the emergency requires the employee to work at the emergency for over one (1) hour he will be compensated at regular compensation rate as per the day of the week in addition to stipend above.
- I. **CLARIFYING LANGUAGE ON COMP TIME FOR WORK SUCH AS FLUSHING HYDRANTS** – All regular full-time DPW Supervisors covered by this Agreement if required to perform their duties on a night shift (8:00 pm – 6:00 am) for flushing hydrants or sewer-lining projects are to be compensated at one and one-quarter (1-1/4) times regular pay, and they have the option to receive this overtime as pay or in the form of compensatory time-off. The use of compensatory time is at the discretion of the Superintendent or the Director of Public Works in accordance with the scheduling needs of the Public Works Department, and for the health, safety, and benefit of the Township and its citizens.
- J. All other Supervisors will be compensated with a four (4) hour call out in responding to assist the duty person.

## **SECTION 10 GRIEVANCE PROCEDURES**

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement the following procedure shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

The procedure for settlement of a grievance shall be as follows:

**A. STEP ONE**

In the event that any employee covered by this Agreement has a grievance within fifteen (15) working days of the occurrence of the event being grieved, the employee shall present the grievance, in writing, to the Superintendent or the Director of Public Works or his designee. The Superintendent or the Director of Public Works or his designee will respond to the grievance filed, in writing, within fifteen (15) working days of the date the grievance is received.

**B. STEP TWO**

If the Association wishes to appeal the decision of the Superintendent or the Director of Public Works, it shall be presented in writing to the Business Administrator within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

**C. STEP THREE**

- a. If no satisfactory resolution of the grievance is reached at Step Two then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties.
- b. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Business Administrator or its representative on the grievance.
- c. Employees covered by this Agreement may process a grievance without Association representation but only up to the point arbitration, except in cases of discipline or discharge where the individual employee may request arbitration if the Association declines to process the grievance through arbitration. It is also understood that the Association shall be notified and shall have the right to be present at all steps of the grievance procedure, including arbitration.
- d. The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as may be incurred.

**SECTION 11 DISCIPLINE POLICY – LOSS OF LICENSE**

**First Offense** – Will result in a maximum of a permitted six (6) months without pay with the criteria that the individual will voluntarily seek treatment to correct their problem. The Township will allow a maximum of six (6) months sick time to be utilized for said **suspension of license**.

This six (6) month period is a maximum account, if the license suspension extends beyond this period it will result in termination.

We also understand that a license suspension may be less than the six (6) month period and we will deal with it accordingly.

During the period of suspension all benefits will be maintained through the Township.

Second Offense – will result in an immediate termination.

## **SECTION 12 MODIFICATIONS AND ALTERATION**

No amendments, modifications or alterations to this Agreement shall be binding upon the parties hereto, unless such amendment, modification or alteration is made in writing.

## **SECTION 13 BREAKS**

On 15 minute break in the AM and on 15 minute break in the PM. An employee shall also be granted a fifteen (15) minute break prior to the commencement of overtime, when such overtime commences immediately following a work period, and after each two (2) hours of overtime. A forty-five (45) minute meal break will be granted to an employee after the completion of four (4) hours of overtime by an employee. When overtime continues in excess of two (2) hours of overtime immediately after the completion of a regular work day, an employee working such overtime shall be granted a forty-five (45) minute supper break.

## **SECTION 14 WORK SCHEDULE**

The regular working hours of each employee covered by the Agreement shall commence at 7:00 AM and terminate at 3:30 PM.

The lunch period shall be from 11:30 AM to Noon. The working schedule shall consist of eight and one-half (8-1/2) hours, inclusive of the “unpaid” one-half (1/2) hour lunch period. Any change from the currently existing daily schedule requires a two (2) week notice period by the Employer to the Employees or may be altered on less notice in emergency circumstances.

## **SECTION 15 SAFETY EQUIPMENT**

A. The Township will furnish to each employee the following safety items:

- a. Working gloves (provided as needed)
- b. Hard toe shoes (minimum of two (2) pairs as needed)
- c. Hard hat

- d. Protective eyewear
- e. Any Eyeglasses bent, damaged or broken on the job will be replaced at the expense of the Township.

The employer shall provide a credit to each employee covered by this Agreement in the sum of \$350 per year for the purchase of hard toe shoes. The employee shall be responsible for any amount in excess of the specified sums.

The use of the above safety items will be determined by the Township. Employees shall be required to wear safety equipment when instructed.

The Employee has the right to charge shoes at a Township approved store for credit, or pay out of pocket and be reimbursed by the Township.

B. The Employer shall provide the following clothing items on an annual basis:

- 1) 5 shirts
- 2) 5 slacks
- 3) 5 T-shirts
- 4) 2 light jackets

The employer shall provide two (2) pairs of coveralls to present employees who do not have coveralls, and new employees will receive the coveralls after six (6) months of continuous employment. Said coveralls will be replaced on an as needed basis as determined by the Township.

One (1) winter jacket shall be provided on a biannual basis.

The above items and number of listed quantities issued can be adjusted with the employee with the consent and approval of the Superintendent or the Director of Public Works.

The items designated herein shall be provided upon annual approval of the Local Municipal Budget.

## **SECTION 16 MEDICAL COVERAGE**

A. All full-time employees covered under this agreement and their immediate families (spouse and eligible children) shall be provided with group insurance benefits including hospitalization, major medical insurance, dental insurance and prescription insurance. Vision care shall be provided to the employee only. All employees shall be required to contribute through direct payroll deduction towards health insurance benefits listed above at the rate as established by the State of New Jersey.

B. Effective August 1, 2014 – copays for prescription insurance shall be five dollars (\$5) for generic/twenty dollars (\$20) for name-brand/two time (2x) for 90-day mail order.

- C. The Township is free to place the insurance with any agency as long as the benefits remain substantially equal to or better than the current coverage.

## **SECTION 17 EDUCATIONAL COSTS AND REIMBURSEMENT**

In addition to base pay, increments thereto and any other payment herein provided shall receive the following payments:

- A. Full reimbursement for the cost of books required by the institution where the approved course was taken, provided evidence of successful completion of said course is submitted to the Administrator of the Township and further provided there is compliance with Subsection C of this section. Preapproval shall be obtained from Business Administrator prior to taking said courses.
- B. Full reimbursement of tuition costs actually paid to the institution where there has been compliance and successful completion of a course approved by the Township Administrator. Any payment received from any tuition grant directly to the employee or from any other sources shall be credited against the tuition reimbursement and the amount paid by the Township shall be decreased accordingly. Reimbursement shall be subject to the terms and conditions of Subsection C of this section.
- C. To qualify for any reimbursement provided herein, a voucher must be submitted to the Township on the form and in the manner prescribed for payment of all vouchers, to which there must be attached:
  - a. A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course; and/or
  - b. A receipted voucher for tuition cost indicating that it is payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement of tuition costs has been received, or indicating the extent of any reimbursement and the amount due after reimbursement; and/or approved courses by Administration, High School Equivalency, Sewer and Water Licenses, Mechanical Training and Association Management Degree.
  - c. A receipted voucher for the costs of the books purchased and required in connection with the approved course, and a statement that the books were required by the institution.
- D. The education benefits described in this section shall be payable on or before June 30<sup>th</sup> of each calendar year, and in accordance with past practices, credits will be deemed earned when the course is ended with a passing grade and not when grades are issued.

## **SECTION 18 DEATH BENEFITS**

The estate of an employee who dies while employed by the Township shall be entitled to receive all benefits, including accumulated sick leave pay and his pro rata share of benefits up to the date of death (example: vacation pay, holidays, salary, etc.)

## **SECTION 19 TERMS OF AGREEMENT**

Notwithstanding the date of the execution set forth herein the terms and conditions of this Agreement shall be effective January 1, 2014 with retroactive payments prescribed herein for 2014 retroactive to April 1, 2014. This Agreement shall remain in full force and effect until December 31, 2017.

## **SECTION 20 FUTURE NEGOTIATIONS**

The parties hereto do covenant and agree that proposals for a new Agreement shall be exchanged between the Township and the Association by September 2017. It is expressly agreed that the existing contract terms and conditions will remain in full force and effect. All benefits, longevity and promotional increases will be granted on the date earned until a new agreement is reached.

The Township agrees that once the contract has been signed by the members and approved by the Township Council that they will pay any retroactive monies due and owing within thirty (30) business days.

## **SECTION 21 SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with the Association (not an individual) with respect to the impact of such invalid provision consistent with the law relating to negotiations as set forth in the N.J.S.A. 34:13A:3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby. However, if the parties are unable to negotiate a satisfactory agreement concerning the impact of any invalidated provision of the contract, such unresolved dispute may be submitted to impasse arbitration.

## **SECTION 22 NO WAIVER**

Except as otherwise provided in the Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled. This provision does not apply to timeliness requirements contained within this contract or its separate provisions.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and sealed the day and first above written.

**ATTEST:**

By: Kathryn M. Bowditch  
Kathryn M. Bowditch  
Acting Municipal Clerk

**TOWNSHIP OF DENVILLE**

By: Steven Ward  
Steven Ward  
Business Administrator / Acting Mayor

**ATTEST:**

By: Kathryn M. Bowditch  
Kathryn M. Bowditch  
Acting Municipal Clerk

**DENVILLE PUBLIC WORKS  
SUPERVISORS ASSOCIATION**

By: Eugene Garabrant  
Eugene Garabrant

William Kenny  
William Kenny

Warren Van Dyk  
Warren Van Dyk

**RESOLUTION AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE TOWNSHIP OF DENVILLE AND THE DENVILLE TOWNSHIP  
PUBLIC WORKS SUPERVISORS' ASSOCIATION**

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**WHEREAS**, the Township of Denville has been engaged in collective negotiation with the members of the Denville Township Public Works Supervisors' Association for a successor agreement for the agreement which expired on December 31, 2013; and

**WHEREAS**, both parties have executed a memorandum of agreement detailing the revised terms and conditions of the successor collective bargaining agreement, which include:

- 1) Four (4) year contract term: January 1, 2014 to December 31, 2017;
- 2) 1.98% base salary increase – effective April 1, 2014;
- 3) 1.98% base salary increase – effective January 1, 2015;
- 4) 1.98% base salary increase – effective January 1, 2016;
- 5) 1.98% base salary increase – effective January 1, 2017; and
- 6) Longevity shall be eliminated for new hires/promotions;
- 7) Take-home vehicle privilege shall be eliminated;
- 8) Duty-phone pay provision shall be eliminated;
- 9) Employees shall be required to enroll in Prescription Rx Plan with following deductibles – 5(generic)/20(name brand)/2X (90-day mail order) – effective August 1, 2014;
- 10) Effective July 1, 2014, employees shall receive pro-rata amount of current year vacation leave benefits and pro-rata amount of current year sick leave benefits based upon resignation/retirement date; and
- 11) All other changes listed in the Memorandum of Agreement, signed on July 22, 2014 by and between the two parties.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the Township of Denville that authorization is hereby granted for the Business Administrator (Acting Mayor) and Acting Municipal Clerk to execute the Collective Bargaining Agreement between the Township of Denville and the Denville Township Public Works Supervisors' Association for the years 2014, 2015, 2016 and 2017.

**BE IT FURTHER RESOLVED**, that a fully-executed copy of the Collective Bargaining Agreement between the Township of Denville and the Denville Township Public Works Supervisors' Association shall remain on file in the Office of the Municipal Clerk and shall be available for inspection by the public during regular business hours.

This resolution shall take effect upon expiration of the statutory 20-day period following passage of Ordinance No. 20-14 by the Council and approval by the Acting Mayor, providing no suit, action, proceeding or referendum challenging or questioning said Ordinance has been commenced, and shall be retroactive to the extent set forth herein.

I, KATHRYN M. BOWDITCH, ACTING MUNICIPAL CLERK OF THE TOWNSHIP OF DENVILLE DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE ON September 9, 2014.

October 17, 2014  
Certification Dated:

  
Kathryn M. Bowditch  
Acting Municipal Clerk

**TOWNSHIP OF DENVILLE**

**ORDINANCE #20-14**

**AN ORDINANCE ESTABLISHING A MINIMUM AND MAXIMUM RANGE OF SALARY FOR THOSE EMPLOYEES OF DENVILLE TOWNSHIP PUBLIC WORKS SUPERVISORS' ASSOCIATION.**

**PURPOSE:** State law permits the adoption of an ordinance establishing a range of salary for certain Township positions. The ranges listed herein establish a minimum and maximum range for a specific job title and not the actual salary. The actual salary and all other terms/conditions of employment shall be delineated in the collective bargaining agreement and shall fall within the minimum and maximum limits established herein.

**BE IT ORDAINED** by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey as follows:

**SECTION 1:** Short Title: This Ordinance shall hereafter be known and referred to as the "Salary Ordinance for Members of the Denville Township Public Works Supervisors' Association."

**SECTION 2:** Salaries and Wages: The annual salaries and compensation of the following employees of the Township of Denville shall fall within the following ranges pursuant to the contractual agreement:

**SALARY RANGES:**

<b><u>TITLE</u></b>	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
Assistant Supervisor	\$ 20.50 / hour	\$ 41.00 / hour
Supervisor	\$ 22.25 / hour	\$ 44.50 / hour

**SECTION 3:** All Ordinances of the Township of Denville that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency,

**SECTION 4:** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 5:** This Ordinance shall take effect as provided by law but shall be retroactive to April 1, 2014.

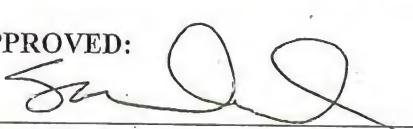
**BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE**

**ATTEST:**



Kathryn M. Bowditch  
Acting Municipal Clerk

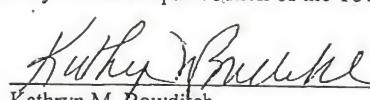
**APPROVED:**



Steven Ward  
Business Administrator / Acting Mayor

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on September 9, 2014.

9/15/14  
Certification Date

  
Kathryn M. Bowditch  
Acting Municipal Clerk